- Delay in finalization of tenders and award of contracts.
- Reduction in contracted cost as against estimated cost resulting in reduction in expenditure.
- Delay in sanction of projects due to procedural constraints.

(c) The Ministry of Shipping has impressed upon the Chairmen of Major Port Trusts and Heads of other organizations in the Port Sector on the need for critically reviewing the plan schemes and monitoring the pace of plan expenditure in order to ensure financial discipline and better expenditure management. Implementation of the schemes included in Annual Plan 2003-04 are being regularly reviewed and monitored closely with a view to ensuring optimum utilization of the funds.

Loans to handicapped persons

836. SHRI K. KALAVENKATA RAO:
SHRI P. PRABHAKAR REDDY:

Will the Minister of SOCIAL JUSTICE AND EMPOWERMENT be pleased to state:

(a) whether Government have assured the Vikalangula Cooperative Corporation of Andhra Pradesh that it would provide loans towards self-employment to the handicapped persons in the State;

(b) if so, the details thereof including its terms and conditions; and

(c) by when the scheme is likely to be operational and the funds released for the purpose?

THE MINISTER OF STATE IN THE MINISTRY OF SOCIAL JUSTICE AND EMPOWERMENT (SHRI NAGMANI): (a) and (b) The Andhra Pradesh Vikalangula Cooperative Corporation (APVCC) is one of the State Channelising Agencies of the National Handicapped Finance and Development Corporation (NHFDC), for channelising loans to persons with disabilities. The APVCC has executed a general loan agreement (salient features are giver in the enclosed Statement (See below) with NHFDC in this, regard, and the State Government of Andhra Pradesh has provided a Block Government Guarantee of Rs. 10 crores.

(c) NHFDC started releasing loans to APVCC from March, 1998 and the cumulative disbursement is Rs. 188.18 lakhs. However, APVCC has defaulted on repayment of the guaranteed loans and refinancing was discontinued.

Statement

Salient features of the general loan agreement executed between National Handicapped Finance and Development Corporation and Andhra Pradesh Vikalangula Cooperative Corporation

1. The Channelising Agency may take such security for the financial assistance granted from the ultimate beneficiary as it may think proper in his own name in the event of default on the part of the ultimate beneficiary realize the said security by taking such legal or other action as it may deem fit.

2. Notwithstanding the fact the NHFDC does not invoke the Government guarantee or does not realize the overdue loan and interest from above mentioned securities, the NHFDC shall have the right to deduct the overdue installments of principal and interest from the loan or financial assistance sanctioned in the future for any project or scheme to the Channelising Agency.

3. The Channelising Agency agrees:—

(a) That it shall not all any operation inconsistent with the said financial assistance or likely to jeopardise the said financial assistance.

(b) To inspect periodically the schemes/projects of the beneficiaries and to submit a report of such inspection to the NHFDC, on a monthly basis during implementation and the NHFDC indicating the progress made by the schemes/ projects and whether the said financial assistance have been utilized by the beneficiaries for the purpose for which they were granted.

(c) To furnish to the NHFDC all such information as the NHFDC may require from time to time regarding the beneficiaries.

(d) The NHFDC shall have the right to inspect the accounts of the Channelising Agency relating to the projects/schemes undertaken with the financial assistance of NHFDC.

4. The Channelising Agency shall ensure that the ultimate beneficiaries of the schemes(s)/projects(s) are well within the eligibility criteria laid down by NHFDC. The Channelising Agency shall provide a list of beneficiaries by mentioning their names, family income, addresses and communities alongwith the necessary certificates. The Channelising Agencies shall provide such other particulars about the beneficiaries as required by NHFDC from time to time.

5. The Channelising Agency agree that notwithstanding contained in this Agreement, the NHFDC shall have the right by notice in writing to require the Channelising Agency forthwith to discharge in full or in part its liabilities to the NHFDC in respect of any of the said financial assistance provided by the NHFDC whether due or not upon the happening of any of the following events *viz:*

(a) The Channelising Agency committing any default in making any payment or repayment in accordance with this Agreement or any other agreement between the Channelising Agency and the NHFDC.

(b) The Channelising Agency committing any breach or default in the performance or observance of this Agreement and/or the Channelising Agency's application and/or the provisions of financing scheme of NHFDC and or any instructions issued by the NHFDC from time to time.

(c) The Channelising Agency's application or any enclosure thereto containing any false or untrue statement or information, turning out to be wrong or untrue as result of supervening circumstance. On the the Questions whether any of the above events has happened, the decision of the NHFDC shall be final, conclusive and binding on. the Channelising Agency.

(d) If there is reasonable apprehension that the Channelising Agency is unable to pay its debts or proceedings for taking into liquidation may be commenced in respect thereof.

(e) If the whole or substantially the whole the Channelising Agency's assets are sold, disposed of charged, encumbered, alienated otherwise than in the normal course of business.

6. The Channelising Agency shall, notwithstanding any enquiry made by or information furnished to the NHFDC in respect of the credit of its constituents, remain always liable as a principle debtor to the NHFDC for the due repayment of any finance granted by the NHFDC in respect of the said financial assistance. The Channelising Agency agrees that in case it fails to repay on the date(s) the instalment of principal and/or interest (without rebate) compounded as per schedule of payment/repayment.

7. The Channelising Agency shall furnish guarantee from State/ UT Government or any other institution as agreed to by NHFDC to the effect that the guarantor shall pay to NHFDC on demand the principal amount of loan(s) and interest/service charges and other monies due and payable by the Channelising Agency to NHFDC under this Agreement.

8. Channelising Agency agrees that in the event of default of repayment of principal and interest thereof as per the schedule of repayment Channelising Agency will pay to NHFDC liquidated damages at the rate being the difference between the rate of interest charged by Commercial Banks on terms lendings and the interest rate stipulated herein as agreed that NHFDC would suffer this loss in the event of default.

9. The Channelising Agency shall repay the dues in time and if the dues are not paid in time a show cause notice will be issued by NHFDC to the Channelising Agency for asking the Channelising Agency to submit the reasons within a month as

to why the financial assistance should not be recalled. If no communication is received within a month from the Channelising Agency, the NHFDC would have the liberty to take necessary action including invocation of guarantee in part of full and will presume that the Channelising Agency has not reasons to submit.

Rights of disabled persons

837. SHRIMATI SHABANA AZMI:
DR. T. SUBBARAMI REDDY:

Will the Minister of SOCIAL JUSTICE AND EMPOWERMENT be pleased to state:

(a) whether the Human Rights Commission has called for a comprehensive and integral convention to protect and promote rights of the people with disabilities;

(b) if so, the concrete efforts made by Government in this regard;

(c) the schemes prepared for the disabled in the country; and

(d) to what extent these schemes are being implemented?

THE MINISTER OF STATE IN THE MINISTRY OF SOCIAL JUSTICE AND EMPOWERMENT (SHRI NAGMANI): (a) and (b) Yes, Sir. The persons with Disabilities Act (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 has already been enacted which provides for the protection of rights of persons with disabilities and also delineates affirmative action to promote their educational and economic empowerment. National Trust for the Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, has also been enacted in 1999. Besides, in the second meeting of the *Ad-hoc* Committee, appointed by the UN General Assembly to consider this matter, the Government of India has supported the proposal to have an International Convention on the protection and promotion of the Rights and Dignity of Persons with Disabilities.